

EXHIBIT A



Notice of Service of Process

SOP / ALL
Transmittal Number: 19005141
Date Processed: 11/26/2018

Primary Contact: Bruce Buttaro
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Entity:	Liberty Mutual Insurance Company Entity ID Number 1765547
Entity Served:	Liberty Mutual Insurance Company
Title of Action:	Nextgen Pain Associates & Rehab, and Nextgen Diagnostics, (as Assignees of Nada Taleb) vs. Liberty Mutual Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Oakland County Circuit Court, MI
Case/Reference No:	2018-168218-NF
Jurisdiction Served:	Michigan
Date Served on CSC:	11/26/2018
Answer or Appearance Due:	28 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Joshua D. Hammons 313-406-7606

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE 6th	SUMMONS AND COMPLAINT	CASE NO. 2018-168218-NF 2018- JUDGE MICHAEL WARREN -NF
Court address 1200 N Telegraph Rd, Pontiac, MI 48340		Court telephone no. (248) 858-0344

Plaintiff's name(s), address(es), and telephone no(s).

NextGen Pain Associates & Rehabilitation, and NextGen
Diagnostics,
(as Assignee of Nada Taleb),

Defendant's name(s), address(es), and telephone no(s).

Liberty Mutual Insurance Company
RA: CSC Lawyer Incorporating Service Company
601 Abbot Road
East Lansing, MI 48823

v

Plaintiff's attorney, bar no., address, and telephone no.

AT LAW GROUP

Joshua D. Hammons (P78510)
3 Parklane Blvd, West Tower, Suite 1500
Dearborn, MI 48126
(313) 406-7606 (Office)

This case has been designated as an eFiling case. To review a
copy of the Notice of Mandatory eFiling visit
www.oakgov.com/clerkrod/Pages/efiling.

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 9/4/2018	This summons expires 12/4/2018	Court clerk Lisa Brown
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Family Division Cases (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This case involves a minor who is under the continuing jurisdiction of another Michigan court. The name of the court, file number, and details are on page _____ of the attached complaint.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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Civil Cases (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) Oakland County	Defendant(s) residence (include city, township, or village) Oakland County
Place where action arose or business conducted Oakland County	

September 3, 2018

Date


 /s/ Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

OFN: AT300.26 (Nada Taleb)

**STATE OF MICHIGAN
IN THE 6TH CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

NEXTGEN PAIN ASSOCIATES & REHAB, and
NEXTGEN DIAGNOSTICS,
(as Assignees of Nada Taleb)

2018-168218-NF
JUDGE MICHAEL WARREN

Plaintiff,

Case No: 18- -NF

v

LIBERTY MUTUAL INSURANCE COMPANY,

Defendant.

This case has been designated as an eFiling case. To review a copy of the Notice of Mandatory eFiling visit www.oakgov.com/clerkrod/Pages/efiling.

AT LAW GROUP

By: Joshua D. Hammons (P78510)

Attorneys for Plaintiff

3 Parklane Blvd., West Tower, Suite 1500

Dearborn, MI 48126

(313) 406-7606 (Office)

(734) 363-3165 (Direct)

jh@Atlawgroup.com

COMPLAINT

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in Oakland County Circuit Court. The action is no longer pending. The case was assigned to Honorable Warren with Case No. 2017-160547-NF.

Plaintiffs, NextGen Pain Associates & Rehab, and NextGen Diagnostics by its attorneys, AT Law Group, states its complaint as follows:

JURISDICTION AND VENUE ALLEGATIONS

1. Plaintiffs are medical providers with a principal places of businesses located in the City of Dearborn, Wayne County, Michigan.

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2. Plaintiffs carry on a continuous and systematic portion of its general business in the City of Dearborn, Wayne County, State of Michigan.
3. Defendant is a foreign corporation authorized to conduct business in the State of Michigan.
4. Defendant conducts a regular and systematic part of its general business in the Oakland County, Michigan.
5. The amount in controversy is greater than Twenty-Five Thousand Dollars (\$25,000), exclusive of interest, costs, and attorney fees.

GENERAL ALLEGATIONS

6. On or about a currently unconfirmed date, Nada Taleb (hereinafter "*patient*") sustained accidental bodily injuries arising out of the ownership, operation, maintenance, or use of a motor vehicle as a motor vehicle.
7. Plaintiff provided the *patient* with medical products, services, or accommodations (hereinafter referred to as "*medical treatment*") for injuries arising out of the motor vehicle accident. (See **medical invoice, attached as Exhibit A**).
8. The patient, Nada Taleb, executed and assigned to Plaintiff her rights to performance by the Defendant for payment of the medical expenses she incurred. (See **assignment, attached as Exhibit B**).
9. The *medical treatment* plaintiff provided the *patient* was reasonably necessary for the *patient's* care, recovery, or rehabilitation.
10. At the date and time of the motor vehicle accident, the *patient* was covered by a contract of Michigan No-Fault insurance issued by defendant, providing coverage described at MCL 500.3100 *et seq.* Said insurance contract is in the possession of the

defendant and is inaccessible to the plaintiff at this time.

11. On information and belief, the patient, personally or through someone acting on her behalf, notified defendant of the name and address of the claimant and, in ordinary language, the name of the *patient* injured and the time, place and nature of her injury, all in compliance with MCL § 500.3145. Defendant assigned a identification number to the *patient*: currently unconfirmed.
12. Based on the notice described above and the identification number assigned to the *patient*, the defendant is able to determine or find for the *patient*:
 - A. Its entire claim file;
 - B. The date and time of the motor vehicle accident;
 - C. The date it received notice of the motor vehicle accident and the information received;
 - D. Whether it paid any claim relating to the motor vehicle accident;
 - E. The date of any such payment;
 - F. The proof it received relating to medical treatment provided by plaintiff and the date received;
 - G. Plaintiff's charges for medical treatment and the date received.
13. The plaintiff charged a reasonable amount for the *medical treatment* for the *patient*. The charges are set forth in Exhibit A and the amount owing is accurate as of December 31, 2017.
14. The plaintiff charged for the *medical treatment* an amount that did not exceed the amount the plaintiff customarily charges for *medical treatment* of uninsured patients.
15. Plaintiff and the *patient* have provided defendant with reasonable proof of the fact and

of the amount of loss sustained by the *patient*.

16. Said proof was provided more than 30 days ago.

Count I

**VIOLATION OF STATUTORY DUTY, MCL 500.3100 ET SEQ BY WAY OF
ASSIGNMENT BY PATIENT**

17. Plaintiff has obtained an assignment from the patient for his rights to performance by Defendant. (Exhibit B).
18. The patient was entitled to pursue a direct cause of action for payment of the *medical treatment* pursuant to MCL 500.3112 *et seq*.
19. Generally, all legitimate causes of action are assignable. *Riley v Ameritech*, 147 F. Supp 2d (ED Mich 2001, applying Michigan law).
20. An assignee stands in the position of the assignor and possesses the same rights and is subject to the same defenses. *Burkhardt*, 260 Mich App at 652–653
21. “Keeping in mind our duty to discern and effectuate the intent of the Legislature, we believe that if the Legislature had intended to prohibit the assignment of all rights, it would not have included the word “future” in the language of the statute. The Legislature is presumed to have intended the meaning that a statute plainly expresses.” *Professional Rehab Assoc v State Farm Mut Auto Ins Co*, 228 Mich App 167; 577 NW2d 909 (1998) citing *Institute in Basic Life Principles, Inc. v. Watersmeet Twp. (After Remand)*, 217 Mich App 7, 12, 551 N.W.2d 199 (1996).
22. All statutory conditions precedent to defendant’s duty to pay plaintiff the charges for the *medical treatment* of the *patient* have been satisfied. MCL 500.3100 *et seq*.
23. Defendant has failed to pay plaintiff the amounts specified in Exhibit A, in violation of

its statutory duty.

24. Defendant's failure to pay has caused plaintiff to suffer damages, as set forth below.

COUNT II

DECLARATORY RELIEF

25. Plaintiff seeks a declaration that defendant is the insurer responsible for the payment of Michigan No-Fault insurance benefits on behalf of the *patient* for her motor vehicle accident.

COUNT III

ATTORNEY FEES

26. Defendant has unreasonably refused to pay plaintiff the charges for *medical treatment* for the *patient*.
27. Defendant intentionally refused to process the claims set forth above in violation of statutory and contractual duties, which is unreasonable.
28. Defendant decided to deny plaintiff's claims without reviewing the proof in support of the claim, which is unreasonable.
29. Plaintiff or others submitted reasonable proof of the fact and amount of the loss for the *patient* and more than thirty days have passed without payment. Therefore the benefits are overdue.
30. Therefore, plaintiff, through its attorney, is entitled to a reasonable attorney fee for attorney services rendered in advising and representing plaintiff before, and in, this action. MCL 500.3148.

COUNT IV

STATUTORY INTEREST

31. Benefits are overdue if not paid within thirty days after reasonable proof of the fact and amount of the loss has been provided to the insurance company.
32. Plaintiff or others submitted reasonable proof of the fact and amount of the loss for the *patient* and more than thirty days have passed without payment. Therefore the benefits are overdue.
33. Plaintiff is entitled to 12% interest *per annum* on all overdue benefits. MCL 500.3142.

DAMAGES

34. Defendant's violations of law and breaches of contractual duty have caused plaintiff to suffer damages as follows:
 - A. Loss of the principal amount owing by law and contract, \$148,430.16 as to NextGen Associates & Rehab only;
 - B. Loss of the principal amount owing by law and contract, \$3,200.00 as to NextGen Diagnostics only;
 - C. Attorney fees and costs in bringing this action;
 - D. Loss of statutory interest owing;

RELIEF REQUESTED

35. WHEREFORE, plaintiff demands judgment as follows:
 - A. Loss of the principal amount owing by law and contract, \$148,430.16 as to NextGen Associates & Rehab only;
 - B. Loss of the principal amount owing by law and contract, \$3,200.00 as to NextGen Diagnostics only;

- C. A declaration that defendant is the insurer responsible for the payment of Michigan No-Fault insurance benefits on behalf of the *patient* for her motor vehicle accident.
- D. Reasonable fees to be decided by the court for attorney services rendered in advising and representing plaintiff before, and in, this action. MCL 500.3148.
- E. Statutory interest at the rate of 12% *per annum* on all overdue payments. MCL 500.3142;

Respectfully submitted,

/s/ Joshua D. Hammons

Joshua D. Hammons (P78510)
Attorney for Plaintiff

Dated: September 3, 2018

EXHIBIT A

FILED Received for Filing Oakland County Clerk 9/4/2018 8:00 AM

NextGen Pain Assoc and Rehab

Patient Account Ledger

As of August 23, 2018

Sorted By: Case

Show all data where the Case Number is between 77,77

Entry	Date	POS	Description	Case	Procedure	Document	Provider	Amount
TALNA000	Nada	Taleb						
			Last Payment: -186.70	On: 8/29/2017				
419	04/25/2017	11		77	99204	1706100000	HLH	500.00
354	05/05/2017	24		77	62321	1706090000	TJM	3,000.00
355	05/05/2017	24		77	J1030	1706090000	TJM	10.00
356	05/05/2017	24		77	J2001	1706090000	TJM	35.00
299	05/19/2017	24		77	62321	1706090000	TJM	3,000.00
300	05/19/2017	24		77	J1100	1706090000	TJM	200.00
686	05/24/2017	11		77	99204	1707140000	JG	500.00
577	05/31/2017	24		77	62323	1706230000	JG	2,800.00
514	06/05/2017	11		77	99204	1706140000	AJS	500.00
554	06/07/2017	11		77	E0761	1706200000	JG	4,250.00
555	06/07/2017	11		77	A9900	1706200000	JG	6,750.00
504	06/09/2017	24		77	29877	1706140000	AJS	6,200.00
505	06/09/2017	24		77	29999	1706140000	AJS	9,800.00
582	06/16/2017	11		77	99214	1706250000	MD	350.00
633	06/26/2017	11		77	99024	1707130000	AJS	0.00
825	06/30/2017	24		77	22551	1707260000	MD	22,600.00
826	06/30/2017	24		77	22552	1707260000	MD	5,800.00
827	06/30/2017	24		77	22853	1707260000	MD	7,200.00
828	06/30/2017	24		77	22853	1707260000	MD	7,200.00
829	06/30/2017	24		77	22845	1707260000	MD	11,000.00
830	06/30/2017	24		77	20936	1707260000	MD	6,000.00
831	06/30/2017	24		77	76001	1707260000	MD	1,500.00
762	07/19/2017		#15156191 SAFECO	77	INSPAY	1706100000	HLH	-295.75
763	07/19/2017		#15156191 SAFECO	77	INSPAY	1706100000	HLH	-0.01
764	07/19/2017		#15156190 SAFECO	77	INSPAY	1706090000	TJM	-1,330.44
765	07/19/2017		#15156186 PIONEER STATE I	77	INSPAY	1706140000	AJS	-99.06
766	07/19/2017		#15156184 SAFECO	77	INSPAY	1706090000	TJM	-1,316.34
767	07/19/2017		#15156181 SAFECO	77	INSPAY	1706230000	JG	-1,232.54
1735	07/21/2017	11		77	99213	1710240000	JLM	300.00
1736	07/21/2017	11		77	80306	1710240000	JLM	1,404.00
852	08/01/2017		#15212435 SAFECO	77	INSPAY	1706200000	JG	-3,863.64
853	08/01/2017		Adjustment	77	INSADJ	1706200000	JG	-386.36
854	08/01/2017		#15212435 SAFECO	77	INSPAY	1706200000	JG	-6,136.36
855	08/01/2017		Adjustment	77	INSADJ	1706200000	JG	-613.64
1098	08/07/2017	11		77	99214	1708280000	AJS	350.00
1130	08/11/2017	24		77	29881	1708310000	AJS	8,100.00
1131	08/11/2017	24		77	29879	1708310000	AJS	11,000.00
1350	08/17/2017	11		77	99213	1709280000	BK	300.00
1351	08/17/2017	11		77	80306	1709280000	BK	1,404.00
1107	08/29/2017		#15361703 SAFECO	77	INSPAY	1707140000	JG	-186.70
1352	09/14/2017	11		77	99213	1709280000	BK	300.00
1353	09/14/2017	11		77	80306	1709280000	BK	1,404.00
1226	09/22/2017	24		77	29826	1709270000	AJS	9,400.00
1227	09/22/2017	24		77	29824	1709270000	AJS	8,100.00
1228	09/22/2017	24		77	29823	1709270000	AJS	11,000.00
1229	09/22/2017	24		77	29821	1709270000	AJS	8,700.00
4213	10/02/2017	11		77	99024	1802010000	AJS	0.00
2108	10/18/2017	11		77	99213	1711190000	HG	300.00
2109	10/18/2017	11		77	80306	1711190000	HG	1,404.00
1895	11/03/2017	11		77	99213	1711080000	MD	300.00
2394	11/09/2017	11		77	99213	1712020000	HG	300.00
2395	11/09/2017	11		77	E0190	1712020000	HG	330.00
2908	12/07/2017	11		77	99213	1712210000	HG	300.00

Printed on 08/23/2018 2:13 pm

Page 1

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NextGen Pain Assoc and Rehab
Patient Account Ledger

As of August 23, 2018

Sorted By: Case

Show all data where the Case Number is between 77,77

Entry	Date	POS	Description	Case	Procedure	Document	Provider	Amount
TALNA000	Nada	Taleb						
			Last Payment: -186.70	On: 8/29/2017				

Patient Total: 148,430.16

Ledger Total: \$148,430.16

Nextgen Diagnostics LLC

PO BOX 1783
Dearborn, MI 48120
(313)528-0181

Page: 1

9/15/2017

Patient: Nada Taleb
25581 Ridgeway St
Dearborn Heights, MI 48127

Chart #: TALNA000
Case #: 28

Instructions:

Complete the patient information portion of your insurance claim form. Attach this bill, signed and dated, and all other bills pertaining to the claim. If you have a deductible policy, hold your claim forms until you have met your deductible. Mail directly to your insurance carrier.

Date	Description	Procedure Modifier	Dx 1	Dx 2	Dx 3	Dx 4	Units	Charge
4/27/2017	Needle EMG; Complex	95886	M54.5	M54.16	M51.26		2	1,200.00
4/27/2017	NRV CNDI Test; 7-8 Nerves	95910	M54.5	M54.16	M51.26		1	2,000.00

Provider Information

Provider Name: Hamad L. Houwari MD
License:
Commercial PIN:
SSN or EIN: 815292953

Total Charges: \$ 3200.00
Total Payments: \$ 0.00
Total Adjustments: \$ 0.00
Total Due This Visit: \$ 3200.00
Total Account Balance: \$ 3,200.00

Assign and Release: I hereby authorize payment of medical benefits to this physician for the services described above. I also authorize the release of any information necessary to process this claim.

Patient Signature: _____

Date: _____

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EXHIBIT B

FILED Received for Filing Oakland County Clerk 9/4/2018 8:00 AM

NextGen Pain Associates and Rehabilitation, LLC
13530 Michigan Avenue, Ste 310
Dearborn, MI 48126

ASSIGNMENT OF RIGHTS

Patient Name Nada Taleb ("Assignor")

Medical Provider _____ ("Assignee")

Assignor acknowledges that he/she has received treatment, products, services and/or accommodations (collectively the "Services") from Assignee and that Assignor has incurred charges for such Services.

For valuable consideration as set forth herein, Assignor hereby certifies that upon execution of this agreement, Assignor has incurred charges with respect to Services from Assignee on or before the date of execution for which the rights, privileges, claims and remedies for payment for each of those Services are hereby assigned to Assignee.

Assignor understands this Assignment is effective and irrevocable (subject to the termination provision below), as of today's date, and in furtherance of the Assignment, Assignor acknowledges the following:

This is an assignment of the right to enforce payment of charges incurred for Services, for which charges are payable under any policy of insurance, contract, legal claim and/or statute. Such assignment shall include, in Assignee's sole discretion, the right to appeal a payment denial under any procedure outlined in any insurance policy, contract or statute and/or the right to file suit to enforce the payment of benefits due or past due for the Services incurred and resulting charges.

For all purposes of enforcement of this Assignment, Assignee or its agent is designated as my attorney in fact with respect to any action taken in pursuit of payment for Services provided by Assignee. In the event Assignee files suit to enforce payment of benefits due or past due for the Services, Assignor consents that such suit may be pursued solely in Assignor's name or by Assignee on behalf of Assignor, as Assignee's sole discretion. Assignor further agrees to cooperate and assist Assignee to enforce the payment of benefits and authorizes Assignee to speak with Assignor's attorneys and representatives regarding any and all aspects of such legal claims.

Assignor and Assignee agree that as consideration for this assignment, Assignee assumes the burden, otherwise born by the Assignor, to pursue payment for Services rendered by the Assignee, from the insurance company or entity responsible to pay for such Services. This may include Assignee doing some or all of the following: (1) submitting its bills directly to the insurance company or entity; (2) pursuing the insurance company or entity which is responsible to pay Assignee's bills for payment of Assignee's bills; (3) incurring any expense associated with pursuing payment of Assignee's bills, (4) hiring or retaining the services of an attorney or collection agency to pursue payment of Assignee's bills.

To the extent that Assignor or his representatives receive any award by judgment, settlement, arbitration or otherwise, pertaining to or comprising any portion of the Services, Assignor consents to assign such portion of such award to Assignee until Assignee has received payment for the Services. Assignor further acknowledges and agrees that this agreement shall, for all purposes, constitute a lien on any such award in favor of Assignor.


and Assignee is authorized to provide notice of this assignment to any party who may receive such an award in favor of Assignor pertaining to or comprising any portion of the Services.

This assignment shall not reduce, diminish or impair Assignor's obligation to pay Assignee for the Services and Assignee acknowledges that, at any time hereto, Assignee may pursue Assignor directly for payment for the Services irrespective of this assignment.

This assignment shall be irrevocable unless terminated by mutual agreement of Assignee and Assignor in writing.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court or Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

Patient Signature

 ("Assignor")

Date 12/17/17

NextGen Diagnostics
13510 Michigan Avenue, Ste 310
Dearborn, MI 48126

ASSIGNMENT OF RIGHTS

Patient Name Nada Taleb ("Assignor")

Medical Provider DR. Houwari ("Assignee")

Assignor acknowledges that he/she has received treatment, products, services and/or accommodations (collectively the "Services") from Assignee and that Assignor has incurred charges for such services.

For valuable consideration as set forth herein, Assignor hereby certifies that upon execution of this agreement, Assignor has incurred charges with respect to Services from Assignee on or before the date of execution for which the rights, privileges, claims and remedies for payment for each of those Services are hereby assigned to Assignee.

Assignor understands this Assignment is in effective and irrevocable (subject to the termination provision below), as of today's date, and in furtherance of the Assignment, Assignor acknowledges the following:

This is an assignment of the right to enforce payment of charges incurred for Services, for which charges are payable under any policy of insurance, contract, legal claim and/or statute. Such assignment shall include, in Assignee's sole discretion, the right to appeal a payment denial under any procedure outlined in any insurance policy, contract or statute and/or the right to file suit to enforce the payment of benefits due or past due for the Services incurred and resulting charges.

For all purposes of enforcement of this Assignment, Assignee or its agent is designated as my attorney in fact with respect to any action taken in pursuit of payment for Services provided by Assignee. In the event Assignee files suit to enforce payment of benefits due or past due for the Services, Assignor consents that such suit may be pursued solely in Assignor's name or by Assignee on behalf of Assignor, as Assignee's sole discretion. Assignor further agrees to cooperate and assist Assignee to enforce the payment of benefits and authorizes Assignee to speak with Assignor's attorneys and representatives regarding any and all aspects of such legal claims.

Assignor and Assignee agree that as consideration for this assignment, Assignee assumes the burden, otherwise born by the Assignor, to pursue payment for Services rendered by the Assignee, from the insurance company or entity responsible to pay for such Services. This may include Assignee doing some or all of the following: (1) submitting its bills directly to the insurance company or entity; (2) pursuing the insurance company or entity which is responsible to pay Assignee's bills for payment of Assignee's bills; (3) incurring any expense associated with pursuing payment of Assignee's bills, (4) hiring or retaining the services of an attorney or collection agency to pursue payment of Assignee's bills.

To the extent that Assignor or his representatives receive any award by judgement, settlement, arbitration or otherwise pertaining to or comprising any portion of the Services, Assignor consents to assign such portion of such award to Assignee until Assignee has received payment for the Services. Assignor further acknowledges and agrees that this agreement shall, for all purposes, constitute as a lien on any such award in favor of the Assignor and Assignee is authorized to provide notice of this assignment to any party who may receive such an award in favor of the Assignor pertaining to or comprising any portion of the Services.

This assignment shall not reduce, diminish or impair Assignor's obligation to pay Assignee for the Services and Assignee acknowledges that, at any time hereto, Assignee may pursue Assignor directly for payment for the Services irrespective of this agreement.

This assignment shall be irrevocable unless terminated by mutual agreement of Assignee and Assignor in writing.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court of Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

Patient Signature 

("Assignor")

Date 4 / 27 / 17